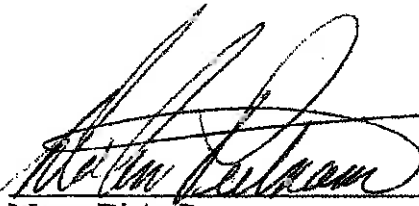


**CITY OF WINNEMUCCA**

**WINNEMUCCA CITY EMPLOYEES ASSOCIATION**

**AGREEMENT**

**July 1, 2014 to June 30, 2016**

  
\_\_\_\_\_  
Mayor Di An Putnam

  
\_\_\_\_\_  
Cody Elms, President WCEA

June 17, 2014  
\_\_\_\_\_  
Date Approved by City Council

June , 2014  
\_\_\_\_\_  
Date Approved by WCEA

**CITY OF WINNEMUCCA  
AND  
WINNEMUCCA CITY EMPLOYEES ASSOCIATION  
AGREEMENT  
2014-2016**

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## INTRODUCTION

Whereas, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith in compliance with Nevada Revised Statutes ("NRS") 288.150 and,

Whereas, it is the right of every local government employee, subject to the limitation provided in subsection 3 of NRS 288.140, to join any employee organization of his choice or to refrain from joining any employee organization, now, therefore

This agreement is made and entered into by and between the City of Winnemucca, hereinafter referred to as the "City", and the Winnemucca City Employees Association, hereinafter referred to as the "Association".

The City of Winnemucca Personnel Policy Manual, as amended from time to time, is incorporated herein by reference. In the event of conflict or inconsistency, the terms of this Agreement shall be controlling.

## **ARTICLE 1**

### **GENERAL SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provisions of this Agreement are held by a court of competent jurisdiction to be in contravention of any such laws they will enter into negotiation thereon at a time and date agreeable to both parties. The remainder of this agreement shall remain in full force and effect.

## **ARTICLE 2 RECOGNITION**

- A.** The City of Winnemucca recognizes the City of Winnemucca Employees Association, as the exclusive bargaining representative for the City of Winnemucca employees, subject to the provisions of NRS Chapter 288.
- B.** Exclusive recognition shall entitle the Association to the following rights:
  - 1. Organizational use of designated bulletin boards located in conspicuous areas within each City facility.
  - 2. Payroll deduction of membership dues.
  - 3. Use of facilities in accordance with City policy and past practice.
- C.** The purpose of this recognition is the mutual agreement of all parties to negotiate in good faith in regard to negotiable items as set forth in NRS 288.150.
- D.** Both the City and the Association shall carry out the commitments contained herein and give them full force and effect.
- E.** No change, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the City and the Association and endorsed in writing.
- F.** All rights and privileges expressly granted to the Association under the provisions of this Agreement are granted for the exclusive use of the Association subject to the exceptions and prohibitions of NRS Chapter 288.

### **ARTICLE 3**

### **STRIKES AND LOCKOUTS**

*See current NRS Chapter 288 for regulations governing strikes and lockouts.*

**ARTICLE 4**  
**NON-DISCRIMINATION POLICY**

- A. The City and the Association agree to abide by the provisions of applicable federal, state and local laws regarding non-discrimination matters.
- B. The City will not unlawfully interfere with or discriminate in any way against any employee by reason of his/her membership in the Association or participation in any activity approved by this Agreement, nor will the City unlawfully discourage membership in the Association or encourage membership in any other employee organization.
- C. The provisions of this Agreement shall be applied equally to all employees, without discrimination.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

- A. All rights, functions and responsibilities of the City not specifically modified by this Agreement shall be retained by the City. The rights include, but are not limited to: the right to hire, direct, assign, promote or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline; the right to discipline or discharge an employee for just cause; the right to increase or decrease the workforce and determine the number of employees needed; the right to lay off any employee because of lack of work or lack of funds; the right to determine staffing levels and work performance standards, except for safety considerations; the content of the workday, including scheduling and overtime; and, the quality and quantity of services to be offered to the public and the means and methods of offering those services.
- B. Notwithstanding the provisions of this Agreement, the City has the right to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder.



## **ARTICLE 6 EMPLOYEE RIGHTS**

### **A. Association Membership**

Any employee has the right to join or not join the Association without fear of intimidation, coercion or reprisal by any party.

### **B. Employee Files**

The City shall keep a central personnel file for each employee. Access to personnel files shall be restricted to the employee or their designee and those individuals directly responsible for the supervision and administration of the employee in authority with a legitimate need to know. A personnel file will be used to store all disciplinary actions or related material. A supervisor may keep a record of the oral counseling with an employee in a separate location.

1. Upon request, the employee or their designee may inspect their personnel file or any other file being kept on the employee by making an appointment to be set at a reasonable time during regular business hours of the City.
2. Upon request, the employee may obtain copies of materials in the central file or supervisor file at no cost to the employee.
3. An employee shall be notified when any formal or informal warning or disciplinary notice is placed in their file and shall be provided a copy of said notice. Nothing negative shall be placed in an employee file without the prior knowledge of the employee.
4. The employee may, if they disagree with the information in any file, write a rebuttal to the information and have it attached at any time.
5. All material in the file must be signed by the sources of the material and dated. No anonymous letters or material shall be placed in a personnel file.

## **ARTICLE 7**

### **ASSOCIATION RIGHTS**

#### **A. Payroll Deduction of Dues**

1. Upon appropriate written authorization from the employee, the City shall deduct from the wages of each member the authorized deduction for Association dues from the salary of the employee and make appropriate remittance to the Association.
2. The City agrees to honor all such authorized deductions presently in effect.
3. Upon termination of an employee the current month dues will be deducted from the final check.
4. The employee's earnings must be sufficient after required deductions are made to cover the amount of appropriate Association deductions. When the employee's wages are not sufficient to cover the full employee withholding, no Association deductions for dues will be made.
5. The Association agrees to indemnify, defend and hold the City harmless against any and all claims or suits that may arise out of or by reason of action taken by the City in reliance upon any authorization cards submitted by the Association to the City.
6. The Association agrees to refund the City any excess amounts paid to it in error, on account of the payroll deduction provision, upon presentation of proper evidence of error or mistake.

#### **B. Association Communications**

1. The Association may use City facilities as it has in the past for meetings with employees it represents.
2. The Association shall be permitted the use of designated bulletin boards located in conspicuous areas within each City facility for the purpose of communicating Association business to its members.
3. The Association agrees not to post any derogatory or inflammatory material regarding the employer. If any such posting is made, it will be promptly removed upon notification to the Association.

## **ARTICLE 8 ORIENTATION PERIOD**

### **A. Orientation Status**

All employees shall serve an orientation period of twelve (12) complete months from actual date of hire, during which time they may be released without notice, reason or right of appeal. The City Manager may extend the orientation period for up to an additional six (6) months.

### **B. Review During Orientation Period**

An employee's performance shall be reviewed with the employee as often as determined necessary by the supervisor. Prior to the end of the orientation period, the employee's supervisor shall make a written recommendation for retention of the employee beyond the orientation period. If no such recommendation is received by the appointing authority prior to the end of the employee's orientation period, the employee shall be released from City service.

### **C. Orientation Period Upon Promotion or Transfer**

All employees promoted to a position of higher responsibility or transferred to another position, shall serve an orientation period of twelve (12) months in the new position. Regular employees who have transferred or who have been promoted to another City position who fail to successfully complete their probationary period, will be placed on the layoff status and will be eligible for re-hire.

### **D. Salary Increase During Orientation Period**

An employee shall not receive any pay increase, except for the cost of living increase that is given to all other City employees, while on orientation status.

**ARTICLE 9**  
**PROCEDURE FOR FILLING VACANCIES**

- A. When the City determines a vacant position will be filled, a vacancy announcement shall be posted at City Hall. The City shall provide the Association with a copy of an employment vacancy announcement at least five (5) days prior to advertising. The announcement shall list the duties and all qualifications for the vacant position.
- B. City employees interested in being considered for the position must submit a written request to the department head responsible for filling the vacancy. The City may request all necessary and relevant information about the applicant which will show the applicant's qualifications and fitness for employment with the City of Winnemucca. The application of any person shall be rejected when not filed within the time period specified or which indicates that the applicant does not possess the minimum qualifications required for the position or the applicant has made any false statement of facts or practices or attempted to practice any deception or fraud in their application.
- C. Defective applications may be returned to the applicant to amend the same and the application may be amended and re-filed providing the time limit for receiving applications has not expired.
- D. Persons presently employed by the City, excluding temps, and applying for vacant positions will be considered for the position. In the event an existing employee is deemed qualified for the vacant position they may be offered the position before an outside applicant is considered for the position.
- E. In the event a City employee is selected to fill a vacant or newly authorized or created position that is a higher classification than the employee's current post, the City employee will be placed on the salary schedule of the higher position at the hourly rate on the salary schedule of the higher position that is to the nearest dollar above the employee's current hourly rate. The filling of the position will not affect the leave or seniority of the employee.

## **ARTICLE 10 ANNUAL LEAVE**

### **A. Annual Leave**

All employees who are employed on a continuous, full-time basis shall accrue annual leave credits on the basis of the schedule below. "Continuous Service" shall be defined by that service commencing with appointment to a position and continuing until termination with no interruption, other than the use of sick leave or annual leave.

### **B. Annual Leave Accrual - Schedule**

| <u>Years of Continuous<br/>Earned Service</u> | <u>Annual Leave Earned<br/>Per Year</u> |
|---|---|
| Less than 12 months                           | 80 hrs - 10 days                        |
| 1 yr but less than 3                          | 96 hrs - 12 days                        |
| 3 yrs but less than 7                         | 120 hrs - 15 days                       |
| 7 yrs but less than 10                        | 136 hrs - 17 days                       |
| 10 yrs but less than 15                       | 160 hrs - 20 days                       |
| 15 yrs but less than 20                       | 176 hrs - 22 days                       |
| 20 yrs or more                                | 192 hrs - 24 days                       |

1. The maximum annual leave accrual by an employee with five (5) or less years of service shall be two hundred (200) hours unless specifically extended by the City Manager.
2. The maximum annual leave accrual by an employee with more than five (5) years of service shall be two hundred forty (240) hours unless specifically extended by the City Manager.
3. It is the policy of the City that employees be required to use their annual leave each year.

### **C. Accrual During Orientation Period**

Each employee shall accrue annual leave during their orientation period but shall not be allowed to use annual leave until continuously employed for more than six (6) months or unless otherwise approved by the City Manager.

### **D. Earned Leave While on Leave or Disability**

Annual leave shall be earned at the employee's usual rate while on annual leave. Annual leave shall be earned while an employee is on sick leave or on service connected disability leave, or a combination thereof, for a continuous period of up to thirty (30) days. In the event an employee is on sick leave or service connected disability leave, or a combination thereof, for a continuous period for more than thirty

(30) days, the employee shall cease to earn further annual leave until the employee returns to work full time.

**E. Cessation of Leave Accrual**

Annual leave accrual will cease upon notification of termination or when an employee is placed on leave without pay.

**F. Approval of Use of Annual Leave**

All annual leave will be taken at a time as approved by the employee's supervisor. Approval will not be unduly withheld by a supervisor. Annual leave is granted only in increments of one half (1/2) hour or more.

**G. Annual Leave Conflicts**

Conflicts between annual leave requests submitted by January 31 of each year shall be resolved by department seniority in favor of the more senior employee. All other requests will be determined by first submittal.

**H. Carry-over of Annual Leave to Following Year**

All annual leave not taken in excess of the applicable maximum carry-over hours will be forfeited at the end of the last pay period of the calendar year. An extension may be granted by the City Manager for a planned, extended vacation in the following year.

**I. Payment on Separation**

Employees who have completed more than six (6) months of continuous service and leave City service shall be paid for accrued, but unused annual leave up to the accrued maximum.

**J. Payment on Death**

The accumulated annual leave entitlement of a deceased employee shall be payable to the estate or heirs of the deceased employee in an amount determined by multiplying the unused hours of annual leave times the current hourly rate of pay.

**K. Resignation and/or Retirement**

A person about to resign or about to retire under the provisions of the state retirement act or who is to be terminated without fault on their part, and who has earned annual leave may be granted annual leave for the time so earned. The annual leave must be taken prior to the effective date of any such resignation, retirement or termination; or, in lieu of such annual leave, an employee may be granted a lump sum payment for



annual leave time accrued, determined by multiplying the unused hours of annual leave time by the current hourly rate of pay.

#### **L. Advancing Annual Leave**

Under unusual circumstances, advanced annual leave time may be authorized. Requests for advanced annual leave time will require department head approval and full justification. Each request for advanced annual leave will be handled as a separate individual case and be considered on its own merits. The City Manager will be the final approving authority on such requests.

#### **M. Annual Leave on a Holiday**

A regular employee who is on annual leave on a holiday shall not be charged annual leave for that holiday.

#### **N. Interrupted Service**

Any individual with five (5) consecutive years of employment with the City who terminates and then is re-employed by the City within one (1) year from date of termination, shall receive credit for prior years service in determining annual leave benefits. Notwithstanding the foregoing, such an individual is subject to the orientation status requirements.

#### **O. Date of Allocation**

Annual leave is to be earned and credited on a bi-weekly basis during the calendar year. In the event of termination, annual leave used beyond the amount actually accrued to date of termination is deducted from the final paycheck. If the paycheck is not sufficient to pay the entire amount of annual leave used beyond the amount earned to date of termination, the employee must repay to the City the difference.

## ARTICLE 11 SICK LEAVE

### A. Sick Leave

All regular employees shall accrue sick leave at the rate of one and one-fourth (1 ¼) days for each month of service (120 hours per year).

### B. Unrestricted Maximum

Sick leave accruing to an employee's credit which is not used during the year may accumulate from year to year without restriction. Employees shall be entitled to payment for their accrued sick leave when they leave the service of the City, provided they have been continuously employed by the City for a period of two (2) years prior to leaving at a rate of \$40.00 per day (eight (8) hour day) up to a maximum of \$6,000. All accrued sick leave in excess of one hundred and fifty (150) days shall not be eligible for payment. The City is to issue payment to a retiring employee the amount of his/her sick leave accrual allowance described in this section 90 days in advance of his/her retirement date provided that the employee requests in writing to use his sick leave buyout to purchase additional PERS service. The employee has the responsibility to coordinate the service purchase transaction with PERS.

### C. Use of Sick Leave

For the purposes of this section, "family" shall include husband, wife, children, parents, adopted children or any relative living in the immediate household of the employee. Sick leave shall be allowed for the illness of the employee, or for the illness of a member of the employee's family as follows:

1. Employee: Sick leave shall be used only for recuperating from illness at home or in the hospital or for the travel to and from a doctor's appointment.
2. Employees' Family: Sick leave shall be used only when the presence of the employee is required at the home of the sick person, at the hospital or for the travel to and from a doctor's appointment.
3. The City Manager may allow sick leave under special circumstances for other family members if requested by the employee and recommended by the department head. Each request for sick leave for other family members will be handled as a separate, individual case and be considered on its own merits. The employee may decline to use any or part of the sick leave benefit normally payable to the employee while receiving benefits under NRS Chapters 616 or 617.
4. To be eligible for sick leave the employee must personally report by telephone to their supervisor or call a number provided by the supervisor to leave a message no later than the scheduled time for start of work. In cases of emergency that prevent



the employee from reporting prior to the start of work, the employee must notify the employer as soon as possible.

5. Sick leave exceeding more than three (3) days may require written confirmation by a physician, dentist or other provider of health care services. The department head may require written confirmation for any use of sick leave if there is reason to believe the employee is abusing sick leave. The City reserves the right to obtain a second opinion at City cost, to verify the need for the use of sick leave.

#### **D. Accrual During Orientation Period**

Each employee shall accrue sick leave during their orientation period but shall not be allowed to use sick leave until employed continuously for more than six (6) months, unless otherwise approved by the City Manager.

#### **E. Earning of Leave While on Leave or Disability**

Sick leave shall be earned at the employee's usual rate while on annual leave. Sick leave shall be earned while an employee is on sick leave or on service connected disability leave, or a combination thereof, for a continuous period of up to thirty (30) days. In the event an employee is on sick leave or service connected disability leave, or a combination thereof, for a continuous period of more than thirty (30) days, the employee shall cease to earn further sick leave until the employee returns to work full time.

1. Accrual of sick leave will cease upon notification of termination or when an employee is placed on leave without pay.

#### **F. Fraudulent Claims**

Any person claiming sick leave, with pay, and any department head approving the same where it is shown that such claim was made or approved by the claimant or the department head knowing that such claimant was not in fact sick or otherwise entitled thereto, shall be subject to disciplinary action, up to and possibly including termination of City employment. The first fraudulent claim will result in the forfeiture of fifty percent (50%) of any accumulated sick leave that the employee has on record. The second violation will result in the forfeiture of all of the employee's accumulated sick leave.

#### **G. Forfeiture of Sick Leave**

No employee shall be entitled to sick leave while absent from duty on account of any of the following:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by employee's willful misconduct.

2. Disability arising from any conduct which is in violation of federal, state or local statute, or contrary to direction given by the employee's supervisor or from any City policy.
3. Sickness or disability sustained while on leave without pay.

#### **H. Advancing Sick Leave**

Upon application of employee and approval and justification by the department head, an employee may be advanced sick leave. Advanced sick leave will not exceed sixty (60) days and will be subject to the following:

1. Request for advancement of sick leave must be supported by a medical certificate.
2. All available, accumulated sick leave must be exhausted before advancement.
3. All available, accumulated annual leave must be exhausted before advancement.
4. There is reasonable assurance the employee will return to duty to earn and repay the advance credits.
5. The City Manager will be the final approving authority on such request.

#### **I. Sick Leave Sharing**

An employee who has less than 100 hours of sick leave may donate sick leave up to eight hours, an employee with between 100 and 199 hours of sick leave may donate sick leave up to sixteen hours, and an employee with two hundred (200) hours or more of sick leave may donate up to twenty-four hours sick leave to an employee or employees who are on sick leave for catastrophic illness pursuant to the following restrictions:

1. An employee must have exhausted all of the employee's available paid leave including all sick leave, annual leave, and compensatory time off prior to being eligible to use donated sick leave.
2. An employee on leave for an on the job injury covered by workers compensation insurance is not eligible for sick leave donations.
3. An employee giving sick leave must do so in writing and in blocks of eight (8) hours each, not to exceed twenty four (24) hours, on a form provided by the City.
4. The grant of sick leave is irrevocable.

5. The total hours donated to an employee shall not exceed the number of hours necessary to avoid a loss in pay between the time the employee exhausts the paid leave pursuant to subsection 1 and the employee's return to work.
6. All unused donated sick leave over forty (40) hours shall be proportionately returned back to the donors.

**J. Recovery for Damages**

If benefits are payable under this section, the cause of an injury is proximate consequence of the wrongful conduct of another and the employee recovers damages for the time lost, the employee shall not receive sick leave pay under this section for the same time; or, having received the same prior to the recovery of damages, the employee shall repay the City for any amount of sick leave payment under this section.

**K. Minimum Sick Leave to Be Taken**

The minimum sick leave time which may be taken at any one time by any employee shall be one-half (1/2) hour.

**L. Date of Accrual**

Sick leave is to be earned and credited on a bi-weekly basis during the calendar year. In the event of termination, sick leave used beyond the amount actually accrued to date of termination is deducted from the final paycheck. If the paycheck is not sufficient to pay the entire amount of sick leave used beyond the amount earned to date of termination, the employee must repay to the City the difference.

**M. Leave Due to Family Death**

If bereavement leave under Article 13 has been used, sick leave not to exceed five (5) days per calendar year per employee can be used for a death of a member of the immediate family of the employee, that is, persons related by blood, whether whole or half, marriage or adoption in the following relationships: spouse, child, grandchild, parent, grandparent, sibling or relative living in the employee's household.

**N. Maternity Leave**

Pregnancy shall not jeopardize an employee's job or seniority, except for leave without pay limitations. A female employee is entitled to use, as appropriate, accumulated sick leave, accumulated annual leave, accumulated compensatory time off or leave without pay for maternity leave (regardless of the type of delivery or results of pregnancy) if the provisions below are met:

1. The employee shall be responsible for reporting the pregnancy as soon as practical after it is conclusively determined so that steps may be taken:
  - a. to protect the employee's health;
  - b. to modify the employee's working conditions to accommodate the pregnancy; and,
  - c. to plan any necessary staffing adjustments.
2. Maternity leave may be taken prior to the expected birth date of the child.
3. To utilize sick leave, the employee must be incapacitated and unable to work because of illness or pregnant condition. After birth or adoption, sick leave may be utilized if the child is ill under the sick leave provisions.
4. If, after exhausting accumulated sick leave, an employee needs additional time off from work because she is incapacitated, accrued annual leave shall be granted. If additional time is required, leave without pay may be granted by the City Manager.

## ARTICLE 12 INJURY-ON-DUTY LEAVE

### A. Injury on Duty

Any employee who suffers an injury while working during the course of employment for the City may be allowed to return to work on light duty, if so directed by their attending physician and provided that the City determines that it has such work available. Work during this time period shall be at the employee's regular rate of pay. For purposes of this section, "injury" means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial members.

### B. Coordination of Benefits

The intent of this Article is to assure that the employee will continue to receive full salary payment so long as disabled and receiving workers compensation benefits and until sick leave and vacation hours are exhausted. It is understood that the term "full salary" shall only include an employee's base salary.

1. Sick leave, or annual leave if no sick leave available, will be used for the first forty (40) working hours following an on-the-job injury.
2. After the initial forty (40) working hour period, if the employee is still unable to work, the accumulated sick leave may be used at the rate of one-third (1/3) the amount charged per shift or day, during which period the employee shall retain the workers compensation benefit payment.
3. When accrued sick leave has expired, if the employee is still unable to work, the employee may utilize accumulated annual leave pay at the rate of one-third (1/3) the amount charged per shift or day, during which period the employee shall retain the workers compensation benefit payment.
4. If an employee requests full regular paychecks from the City (using their sick or annual leave) while eligible and receiving benefits under NRS Chapters 616 or 617, the employee will be required to remit their workers compensation checks to the City for that time period.
5. The City Manager may, at his sole discretion, advance an employee sick leave to cover the balance of hours needed until the employee is able to return to work (the employee must first use all accumulated sick leave and annual leave). If the employee terminates prior to accruing all sick leave advanced, the employee is responsible for paying the balance of advanced sick leave hours in cash at the time of termination.



## ARTICLE 13 OTHER LEAVES

### A. Military Leave

1. Temporary Military Duty: An employee who is an active member of the Nevada National Guard (the Guard) or any reserve component of the United States Armed Forces (the Reserve), shall be temporarily relieved from City duty without loss of regular compensation for a period not to exceed fifteen (15) working days in any calendar year, upon request to serve under orders on training duty. Any such absence shall not be deducted from the employee's accrued vacation.
2. Extended Military Duty: An employee called to active Guard or Reserve duty and required to serve for a period exceeding thirty (30) days (extended military duty) will receive thirty (30) days (two (2) full-pay periods) base pay from the City. After the initial thirty (30) day service period, the City will compensate the employee for any difference between the employee's base pay and that provided by the Guard or Reserve, for a period of up to one (1) year. The employee may draw pay using accumulated annual leave after the initial thirty (30) day period. If the employee voluntarily determines to continue military service for longer than the call back time, the employee will be terminated as a City employee and all benefits shall be canceled.
3. Differential Pay: To facilitate the City providing differential pay in an accurate and timely manner, an employee called for extended military duty will be required to:
  - a. provide a copy of their military orders to the department head;
  - b. provide a copy of their monthly military leave and earnings statement to the City Clerk; and
  - c. provide specific information regarding the disbursement of the differential check.
4. Service-Time Credit: If an employee serves on extended military duty for one (1) year or less and returns to City service, there is no break in City service time for purposes of vesting or accruing retirement benefits, and when the employee returns to City service, the City is required to make any contributions on behalf of the employee's retirement benefits that the City would have made if the employee had not been absent for extended military duty.
5. Insurance and Leave Benefits: While an employee is on extended military leave, the City is not obligated to make payments for workers compensation insurance, unemployment insurance or the employee's group health insurance. An employee that is on extended military leave shall not be eligible for accrual of annual or sick leave until the employee returns to City service. The City will provide health

insurance benefits to the extended military duty employee until the military insurance coverage commences.

6. Seniority Benefit: While on Guard or Reserve duty, the employee shall receive seniority and anniversary date benefits in compliance with federal law and court cases pertaining to military service due to members of the Guard or Reserve.
7. Promotion: Except as otherwise provided in this Article, an employee shall not be denied promotion or be adversely affected in job position due to serving in the Guard or Reserve.

#### **B. Leave of Absence Without Pay**

An employee, upon written application to the employee's immediate supervisor, may be granted leave of absence without pay, subject to approval and authorization by the department head and City Manager. Amount of leave granted will be determined on a case by case basis, but in no circumstance will it exceed six (6) months.

#### **C. Family and Medical Leave Act (FMLA)**

The City will adhere to all applicable requirements of the FMLA.

#### **D. Bereavement Leave**

An employee is entitled to up to five (5) days per year of City paid bereavement leave for the death of a family member. The bereavement leave days cannot be accumulated from year to year. Family members include spouse, child, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, or any other child or close relative living in the employee's household at the time of their death.

## **ARTICLE 14 HOLIDAYS**

**A.** Full-time employees shall receive eight (8) hours pay at the regular hourly rate of pay for the following holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Nevada Day (last Friday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Christmas Day (December 25)
- Any other day declared a holiday, day of Thanksgiving or a day of mourning, by the Mayor, Governor or the President, when city offices are closed.

**B.** For employees regularly scheduled for a Monday-Friday workweek, whenever a declared holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if it falls on a Sunday, the following Monday will be observed as a holiday.

**C.** Holidays occurring during an employee's vacation period shall not be counted as vacation.

**D.** When an employee is required by order of the department head to work on a holiday, in addition to their holiday pay, the employee shall receive one and one-half (1 ½) times their regular hourly rate of pay for each hour or major fraction worked.



## **ARTICLE 15 HOURS**

### **A. Work Hours**

Except in emergencies, the standard workweek of full-time employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without reasonable prior notice.

### **B. Flex Time**

Employees may be allowed to flex their work hours with approval of their department head.

### **C. Rest Periods**

Except in emergencies, employees shall be granted a fifteen (15) minute rest period during each half work shift of four (4) hours or longer. Such rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.

## **ARTICLE 16**

### **OVERTIME AND COMPENSATORY TIME**

#### **A. Overtime Pay**

Overtime will be paid in accordance with applicable state and federal laws. An employee shall have the choice of receiving either payment or compensatory time off for overtime worked. Pay for overtime worked shall be at one and one-half (1 ½) times the normal hourly rate of the employee. Compensatory time off shall be at the rate of one and one-half (1 ½) hours off for each overtime hour worked. An employee who requests and is granted a flexible work schedule by the department head for the employee's benefit shall not receive time and one-half (1 ½) for the hours worked outside of the normal work schedule, unless the employee is specifically required to do so by the supervisor.

#### **B. Compliance With FLSA**

The City will adhere to all applicable requirements of the Fair Labor Standards Act (FLSA).

#### **C. Compensatory Time Off**

Granting of compensatory time shall be subject to the following:

1. The period of earned time was approved by the department head.
2. It must be taken subject to the approval of the department head and City Manager.

#### **D. Accumulation of Compensatory Time**

Accumulated compensatory time exceeding eighty (80) hours may be paid at time and one half (1 ½) of the base wage rate; provided, however, that an employee, with the approval of the department head and City Manager, may in unusual circumstance accumulate compensatory time to a maximum higher than eighty (80) hours as specifically set forth in the approval.

#### **E. Control and Documentation of Overtime and Compensatory Time**

It is the duty of each employee working hours in excess of the standard forty (40) hours per week, and the duty of employees' supervisor, to ensure that such time is correctly shown upon the employee's time record each pay period. By signing such time record, the employee and the employee's supervisor each certify that the hours shown are accurate and the accumulated overtime or compensatory time shown thereof is accurate.

#### **F. Unused Compensatory Time**

Payment for unused compensatory time shall be paid to the employee in the event of termination, retirement or death at their current rate of pay.

## ARTICLE 17 TRAVEL POLICY

### A. Mileage and Travel Reimbursement

All claims for travel reimbursement must be filed on a City Travel Authorization Form and must include the claimant's signature attesting the accuracy of the claim.

#### Meals:

City employees are entitled to receive meal expenses whenever they are required to conduct pre-approved City business at an out of town location (further than 50 miles from City) provided that they are on uninterrupted travel status during the hours listed below:

| <u>Allowable Time</u> | <u>Starts at or before</u> | <u>Ends at or after</u> |
|-----------------------|----------------------------|-------------------------|
| Breakfast             | 7:00 am                    | 9:00 am                 |
| Lunch                 | 11:00 am                   | 2:00 pm                 |
| Dinner                | 4:00 pm                    | 7:00 pm                 |

Employees shall not be eligible for, and shall not request payment for, meals that are included as a part of registration fees, airline fees, or otherwise provided to them at no cost.

#### Applicable Meal Rates:

|            |                  |
|------------|------------------|
| Breakfast: | \$ 7.00 per day  |
| Lunch:     | \$ 11.00 per day |
| Dinner:    | \$ 23.00 per day |
| Total      | \$41.00 per day  |

Personal Vehicle Use: City employees are entitled to receive pre-approved personal vehicle use expenses when required for City business at the current rate established by the Internal Revenue Service.

Lodging: \$85/night unless a higher rate is pre-approved by the City Manager for specific locations where market conditions justify the increase.

Incidental Travel Expenses: Pre-approved incidental travel expenses such as taxi cabs, airport parking and rental cars will be reimbursed based on receipts provided by the employee.

## **ARTICLE 18**

### **COURT DUTY**

- A.** An employee appearing in any court or before a grand jury as a juror or witness in a criminal case or a witness in a civil case for the purpose of giving testimony as to facts related to or the knowledge of which he has received in the course of their employment, or as a party to an action arising out of their City employment, shall receive full compensation as though the employee were actually on the job during such time.
- B.** The employee shall claim any jury, witness or other fee entitlement by reason of such appearance and forthwith pay the same over to the City Treasurer to be deposited in the General Fund of the City. In all cases, however, the employee shall retain mileage allowances.
- C.** In the event an employee is called upon as a witness before the grand jury or in any case before a court of law as a direct result of or directly pertaining to City employment, the employee may be entitled to retain from court fees reasonable allowances for expenses incurred. All time records will identify the hours spent on court duty.

## ARTICLE 19 DISCIPLINE/DISCHARGE

### A. Types of Discipline

Disciplinary action may be imposed upon an employee for just-cause, which includes, but is not limited to; failing to adequately fulfill his/her responsibilities as an employee and on-duty or off-duty conduct which relates to an employee's ability to satisfactorily perform his/her job. Examples of the type of disciplinary action which may be imposed include the following:

1. Oral Reprimand: An oral correction addressed to an employee by the employee's supervisor as to the propriety of the employee's action(s) or inaction(s). The City may place a written confirmation of oral reprimand in the employee's file.
2. Written Reprimand: A written criticism of an employee's conduct, usually concerning an infraction of City rules-of-conduct, regulations or performance. The reprimand is to be in written form, signed by the employee and the supervisor. A copy will remain with the supervisor issuing such reprimand, a copy delivered to the employee with an additional signed copy to the employee's personnel file in the City Clerk's Office. Upon written request of the employee, a copy shall also be forwarded to the Association. Signature by the employee shall not constitute agreement with the criticism, but only recognition of the receipt of the written criticism.
3. Disciplinary Leave-Without-Pay: Disciplinary leave-without-pay means a disciplinary measure, providing that the employee receives one (1) or more days off without pay.
4. Suspension With Pay: There are times during an inquiry into alleged misconduct that it would appear to be in the best interest of both the City and employee to relieve the employee from duty, pending the outcome of the inquiry. In the event such suspension during a period of review is thought to be necessary, such suspension shall not cause loss of pay or other privileges attached to the position as an employee of the City, unless later converted to Disciplinary Leave-Without-Pay. A Suspension With Pay does not comprise a form of discipline in and of itself, unless it has been so designated in a particular case.
5. Discharge: Termination of the services of an employee of the City of Winnemucca for: a gross violation of laws, ordinances or rules and regulations; numerous violations of rules and regulations; inability or refusal to properly perform duly assigned tasks; substance abuse; or, other actions which constitute cause for discharge. Discharge shall be imposed by the department head and shall be by written notice to the employee concerned. One (1) copy of such notice shall be delivered to the employee concerned and one (1) copy of the appropriate form shall be placed in the employee's personnel file in the City Clerk's Office. Upon

written request of the employee, a copy shall also be forwarded to the Association.

## **B. Classifications of Discipline**

Oral Reprimands, Written Reprimands, Suspension With-Pay and Suspensions Without-Pay for two (2) days or fewer, shall be considered Minor Disciplinary Actions. Suspensions Without-Pay for three (3) days or longer, disciplinary demotions and discharges shall be considered Severe Disciplinary Actions.

## **C. Minor Disciplinary Actions**

Procedure for Imposing and Appealing Minor Disciplinary Actions: Minor Disciplinary Actions may only be appealed by an employee who has successfully completed the initial hire period for current City employment. The following procedures shall apply exclusively to Minor Disciplinary Actions, except Oral Reprimands, for which there shall be no appeal.

1. Notice of Action: When a supervisor or manager believes it is necessary to impose a Minor Disciplinary Action on an employee, the supervisor shall notify the employee in writing of his/her decision stating the reason for the action, the regulations or rules which have been violated, the specific action to be taken and the effective date of the action.
2. Appeal of Minor Disciplinary Action: Within five (5) days from receipt of the written notification, an employee who has received a Written Reprimand, Suspension With-Pay or Suspension Without-Pay for two (2) days or fewer, but believes the discipline is unwarranted, may appeal the action up to Level 3 of the Grievance Procedure (Article 10) of this Agreement for a final decision.

## **D. Severe Disciplinary Actions**

Procedure for Imposing and Appealing Severe Disciplinary Action: The following procedures shall apply exclusively to Severe Discipline Action:

1. Notice of Proposed Action: Before taking action to discharge, demote or suspend a unit employee without-pay for a period of three (3) days or longer, the department head or his/her designee shall serve on the employee and, upon written request of the employee, the Association, either personally or by certified mail, the Notice of Proposed Action, which shall contain the following:
  - a. A statement of the action proposed to be taken.
  - b. A copy of the charges, including the acts of omissions and grounds upon which the action is based.
  - c. If it is claimed that the employee has violated a rule or regulation of the City, a copy of the rule or regulation shall be included with the notice.



- d. A statement that the employee may review and request copies of the materials upon which the proposed action is based.
  - e. A statement that the employee has five (5) working days to respond to the department head or his/her designee, either orally or in writing. If the employee chooses to reply orally, the employee is entitled to a meeting with the department head or his/her designee.
2. Response: The employee upon whom a Notice of Proposed Action has been served shall have five (5) working days to respond or protest to the department head or his/her designee, either orally or in writing, before the proposed action may be taken. Upon application and for good cause, the department head or his/her designee may extend the time period to respond.
3. Response Meeting: If the employee chooses to respond orally, the employee shall be entitled to a personal meeting with the department head or his/her designee. At such meeting the employee may be accompanied by an attorney or Association representative.
4. Review/Action: After complying with the applicable requirements of this Agreement and having reviewed the employee response, if any is given, and pursuant to the Response Section of this Article, the department head or his/her designee may order the discipline or discharge of the employee. Such order shall:
- a. be in writing.
  - b. state specifically the causes for the action.
  - c. state the effective date of such action.
  - d. be served on the employee and, upon the written request of the employee, on the Association, either personally or by certified mail.
5. Protest: A non-orientation period employee, or the Association on behalf of a non-orientation period employee, may protest Severe Disciplinary Action, which protest shall be considered an appeal and processed in accordance with Level 3 of Article 20, Grievance Procedure and, if necessary, through Article 21, Arbitration.

#### **E. Disciplinary Records**

An employee may, six (6) months or more after issuance of any disciplinary action, request of their department head the removal and destruction of such material. If the employee is not satisfied with the decision of the department head, the employee may, within seven (7) days of receipt of the department head's decision, appeal that decision to the City Manager.



## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

Grievance: A grievance is a claimed violation, misapplication and misinterpretation of a specific provision of this Agreement, which adversely affects the grievant. The exercise or lack of exercise of any right reserved to the City shall not be subject to the grievance procedure.

Grievant: A grievant is a unit member of the Association who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one (1) employee in a substantially similar manner may be consolidated at the discretion of the City or the Association as a group grievance and shall thereafter be represented by a single grievant.

Day: Day shall mean a calendar day.

#### **B. Informal Resolution**

Within seven (7) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss the grievance with the grievant's supervisor. A supervisor shall have seven (7) days to give an answer to the employee. Failure by the employee to bring the grievance forward to the supervisor during this seven (7) day period terminates with prejudice the right to proceed with a grievance.

#### **C. Formal Levels**

1. Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within seven (7) days of receipt of such answer, file a formal, written grievance with the grievant's appropriate next level supervisor that contains a statement describing the grievance, the section of this Agreement allegedly violated and remedy requested. The appropriate next level supervisor shall, within seven (7) days, have a meeting with the grievant. If the appropriate next level supervisor is the department head, Level 1 and Level 2 of this Article will be combined into one step.
2. Level 2: If the grievant is not satisfied with the written answer at Level 1, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the department head. Within ten (10) days of receipt of the written appeal, the department head or his/her designee, shall investigate the grievance, which may include a meeting with the concerned parties and thereafter give a written answer to the grievant within ten (10) days.

3. Level 3: If the grievant is not satisfied with the written answer from Level 2, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the City Manager. Within fifteen (15) days of receipt of the written appeal, the City Manager, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties, and thereafter give written answer to the grievant within seven (7) days, which answer shall be final and binding, unless for matters subject to arbitration the Association notifies the City Manager within ten (10) days of its intention to appeal the matter to arbitration.

#### **D. General Provisions**

1. Failure to Carry Forward: If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered withdrawn with prejudice.
2. Failure to Respond: If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal the grievance to the next higher level as if a negative response had been received on the final day allowed for a City response.
3. Representation: The grievant may be represented by an authorized steward or business representative at any level of this procedure.
4. Waiver of Time Limits: Time limits and formal levels may be waived by mutual, written consent of the parties.
5. Service: Proof of service shall be by certified mail or personal service.
6. Copy to Association: The Association shall receive a copy of all grievances filed at the department head level of this grievance procedure. When a grievance is not being processed by the Association, a copy will be provided to the Association only if the employee makes a request in writing to provide the Association with a copy.
7. Effect of Grievance: The making or filing of a grievance shall not prevent the City, a department head or supervisor, or other authorized person, from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken, even though the action may involve or be a part of the subject matter of the grievance.
8. Advancing to Arbitration: No grievance may proceed to arbitration without the signature of the President of the Association.

## **ARTICLE 21 ARBITRATION**

### **A. Designation**

The parties will attempt to agree upon a professional neutral to serve as an arbitrator. In the event an agreement cannot be reached to select an arbitrator, the parties agree to solicit a list of seven (7) professional neutrals from the FMCS (Federal Mediation and Conciliation Service) and alternatively strike names from such list until one (1) name remains, or follow the procedure required by the agency supplying the list. The remaining person so selected shall serve as arbitrator. The party to strike first shall be determined by lot.

### **B. Matters Not Subject to Arbitration Procedure**

Proposals to create, add to or change this Agreement or addenda supplementary hereto, shall not be grievable nor submitted to an arbitrator and no proposal to modify, amend or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process.

### **C. Rules of Evidence**

Strict rules-of-evidence shall not apply.

### **D. Privacy of Hearings**

All hearings held by an arbitrator shall be closed sessions and no news releases shall be made concerning progress of the hearings.

### **E. Authority of Arbitrator**

Decisions of an arbitrator on matters properly before the arbitrator shall be final and binding on the parties. No arbitrator shall entertain, hear, decide or make recommendations on any dispute, unless such dispute falls within the definition of a grievance as set forth in Article 20, Grievance Procedure, or is an appeal from a Severe Disciplinary Action, and has been processed in accordance with the provisions of this Agreement. The arbitrator's authority shall be limited only to the application and interpretation of the provisions of this Agreement.

### **F. Cost**

The fees and expenses of the arbitrator and of a court reporter, if used, shall be shared equally by the Association or the grievant, if the grievant is not represented by the Association, and the City. Each party shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. If either party rejects the arbitrator's decision as evidenced by overturning it or seeking relief in court to have it

vacated or modified, that party shall assume full responsibility for all jointly incurred costs of the arbitrator process. For the purposes of this section, the parties shall be considered as either the City and the Association or, if a grievant is not represented by the Association, the City and the grievant. The Association agrees to indemnify and hold the City harmless from any claims, awards and/or judgments resulting from the failure of the Association in meeting and/or satisfying any costs assigned by a responsible third party authority under the terms, rights and obligations of this Article.

## **ARTICLE 22**

### **LAYOFF-RECALL PROCEDURES**

#### **A. Positions to be Eliminated**

If the City determines the need for a reduction in its work force, written notice of not less than two (2) weeks shall be provided to regular employees to be laid off. The City will determine the positions to be eliminated and the employees to be laid off within each affected job class. The City's determination shall be based on consideration of seniority within the job classes of the affected department, the qualifications and performance of the employees in the affected department and qualifications and performance of the employees in the affected job class. For the purposes of this Article, seniority will be based on years of service calculated from the original date of hire to the current date, minus any unpaid leaves of absences of more than ten (10) consecutive working days.

#### **B. Order of Layoff**

1. Initially, the City shall consider employees for layoff in the order of seniority within the job class and departments.
2. When selecting which employee will be laid off, the City will review the qualifications of the employee with the least seniority in the affected job class. If the City finds:
  - a. the employee has qualifications not possessed by an employee with the greater seniority and
  - b. the qualifications are needed by the department, and then the City may layoff the employee with the next higher seniority.
3. Not more than two (2) employees within any class or department may be retained out of seniority order, except when a less senior employee is required to perform an essential function which the more senior employees are not currently qualified to perform.
4. Qualifications to be considered in determining exceptions to seniority order shall include knowledge, skill, ability, licenses and certificates required for job functions to be assigned to the remaining staff, as well as previous experience in performing the essential functions and job performance. Job performance shall be determined on the basis of the employee's record of job performance as documented in the employee's personnel file.

#### **C. Layoff Appeal Procedure**

1. Notice-Of-Appeal: In the event that an employee who has been laid off out of seniority order believes the decision based upon qualifications is incorrect, the

employee may request that the Association appeal the City's determination. If the Association finds there is a reason to believe that the City has erred in its decision, it may appeal through the process set forth in this Article. Such appeal shall be filed with the City Manager within five (5) working days of delivery of the layoff notice to the employee.

2. Appeal Review Committee: When an appeal is filed, the Association shall appoint two (2) persons to serve on a review committee at the time of the appeal. The City shall then appoint two (2) persons to the committee. Each of the persons appointed to the committee shall, to the extent possible, be familiar with either the work of the department or of the job class from which layoff is to be made. The committee shall meet within five (5) days of delivery of the notice-of-appeal to the City. It shall review the basis for the City's layoff decision and the reasons the employee believes the decision is in error. The committee shall then, by majority vote, determine whether the City's decision was reasonable and, on that basis, either confirm or reject the City's decision.
3. Mediation: If the committee cannot reach agreement regarding the City decision (regarding order of layoff) it shall, within three (3) days of its initial meeting, request the participation of a federal or other mutually-acceptable mediator. The services of the mediator will be jointly requested by the City and the Association on an urgent basis. The mediator will seek to achieve a consensus decision among the committee members. If no decision is reached, the mediator shall become a voting member of the committee. The determination of the committee regarding the appropriate order of layoff shall be final and binding and may not be grieved or appealed.

#### **D. Recall Rights**

Laid off employees will have a right to return to a vacancy in the same class and department from which they were laid off. Recall shall be in inverse order of layoff. No orientation period shall be required.

#### **E. Recall List**

Employees shall remain on a recall list for two (2) years following the date of layoff. The laid-off employees shall be removed from the recall list if:

1. they accept recall to a position in a class at the same salary range as the position from which they were laid off, or
2. they decline appointment to a position in the same department and in a class at the same salary range as the position from which their layoff occurred, or
3. they fail to report for duty within fifteen (15) calendar days of mailing of notice-of-recall to City employment.



#### **F. Recall Notice**

Notice-of-recall or available position may be made in person or by certified mail, return receipt requested. It is the responsibility of each laid-off employee to notify the City Manager's Office of the employee's current address.

#### **G. Recall To Other Vacant Positions**

When there is no person on a recall list for the department and class in which a vacancy exists, those on the recall list shall be considered for the vacancy before any other applicant is considered for appointment when the following conditions exist:

1. Temporary work within the job class or for which the laid-off employee is qualified, work shall be offered to the laid-off employee.
2. A vacant position at the same or lower range and in the same department from which the employee was laid off--the position shall be offered to the laid-off employee, subject to completion of an orientation period, if the employee meets the qualifications for hire.
3. A vacant position at the same or lower range, but in a different department from which the employee was laid off--the employee shall be considered for the position and may be offered the position, subject to completion of an orientation period, if qualified.
4. An employee who fails to meet the orientation period prescribed by this section of the Agreement will be returned to layoff status.

**ARTICLE 23**  
**DRUG AND ALCOHOL-FREE WORKPLACE POLICY**

Refer to the current City Drug and Alcohol-Free Workplace Policy as adopted by the City Council.



## **ARTICLE 24 SAFETY**

Refer to the current City Safety Policy as adopted by the City Council.

**ARTICLE 25**  
**HEALTH AND WELFARE BENEFITS**

- A. Employees shall receive health insurance beginning with the first day of the month following completion of thirty (30) days of employment. For insurance purposes, all persons working for the City are required under the City's policy to be regularly employed in order for the employee to be insured. Eligibility for City health insurance benefits is only provided to employees that are regularly employed by the City not fewer than thirty (30) hours per week and who have made application and have been issued a Certificate of Insurance.
- B. Effective July 1, 2014 the City will provide all of its full time employees up to seven hundred and forty-five dollars and sixty-five cents (\$745.65) per month to be used towards the purchase of health, life, vision and dental insurance coverage offered by the City's group insurance program. Effective July 1, 2015 the employee insurance contribution will increase to provide a similar employee insurance package.
- C. Any employee who elects to take a plan with lesser benefits (or eliminate the optional plans) may apply the dollar difference to any other voluntary supplemental insurance benefits offered by the City, i.e., hospital indemnity, dependent insurance coverage, etc. Those employees who are covered by their spouse's employer-provided health insurance that elect to waive their City provided health insurance benefit per section 2 of this Article will be allowed up to one hundred ten dollars (\$110) per month to purchase other City offered supplemental insurance coverage.
- D. An eligible employee may include their dependents under the City's group health insurance by arranging for the appropriate payroll deduction to provide coverage.
- E. All employees are automatically covered by the Public Agency Compensation Trust (PACT) program that the City participates in to provide coverage for on-the-job accidents and occupational diseases. Requirements of applicable laws governing PACT benefits shall be followed.
- F. All employees are covered by the State of Nevada Unemployment Compensation program that the City participates in.
- G. The City will pay 100% of the cost of any physical examination required for their employment.
- H. The immunizations listed below will be offered to all employees and may be taken on a voluntary basis. These immunizations are to be paid at the City's expense:  
Tetanus/DPT Typhoid Polio Hepatitis B Hepatitis A

## **ARTICLE 26**

### **WAGES AND PAY PERIODS**

#### **A. Cost of Living Adjustments**

1. Effective July 1, 2014: Employees will receive a cost of living adjustment of 2.0%.
2. Effective July 1, 2015: Employees will receive a cost of living adjustment of 2.5%.

#### **B. Other Salary Adjustments**

1. Effective July 1, 2014 and July 1, 2015: Employees not currently at the top of their salary range will receive a special salary adjustment in the amount of 2.5%.

**C.** There shall be 26 bi-weekly pay periods each year.

**D.** Temporary employees shall be paid for the number of hours actually worked times the hourly rate established for the position. They shall not be eligible for holiday pay nor shall they be entitled to insurance benefits or holiday leave.

**E.** The City will pay the employee by direct deposit if so requested by the employee.

## **ARTICLE 27**

### **OTHER BENEFITS**

#### **A. Golf Fees**

All full time City employees will receive a fifty percent (50%) reduction in their municipal golf course use fees (employee only) during the term of this Agreement.

#### **B. Pools and Recreation Facilities**

City employees and their families will receive free use of City pools and recreation facilities (with the exception of the golf course facilities) during the term of this Agreement.

#### **C. Clothing Allowance**

1. Field employees in the Street Department will receive a clothing allowance of four hundred (\$450) dollars yearly. The shop mechanic will be provided shop clothing with laundry service.
2. Field employees in the Water / Sewer Department will receive a clothing allowance of three hundred (\$350) dollars yearly.
3. Field employees in the Building Maintenance, Parks and Cemetery Departments will receive a clothing allowance of two hundred (\$250) yearly.
4. Employees in the Animal Control Department will receive a clothing/uniform allowance of one thousand dollars (\$1,000) yearly. Newly hired Animal Control employees may elect to receive a full years clothing/uniform allowance advance upon employment. Should the employee leave City employment for any reason within a one year period, the City will withhold the appropriate portion of the advance from the employee's final paycheck.
5. All clothing allowances shall be paid one-half (1/2) on the first pay period of July each year and one-half (1/2) on the first pay period of December each year. The City will provide no other items of clothing to employees receiving a clothing allowance with the exception of affordable work gloves.

#### **D. Public Employees Retirement System**

- 1) All employees covered by this Agreement shall participate in the Public Employees Retirement System of Nevada (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.
- 2) The City agrees to contribute for each employee covered by this agreement the rate paid as of July 1, 2014, to PERS for the term of the Agreement.

- 3) Increases in the PERS contribution rate which are mandated by the Nevada Legislature shall be paid for by the party or parties designated in such action.
- 4) Payment of the employee's portion of the contribution increase shall be made by an equivalent reduction in pay or, if such an increase coincides with a scheduled increase, by reducing the equivalent of a scheduled basic salary increase or cost of living increase, or both. Should an increase be more than a total of one and one-half percent (1.5%), the parties agree to meet and confer regarding the impact of the increase upon the wage adjustments provided by this Agreement.

**E. Cell Phone Stipend:**

The City shall provide a \$90 per quarter cell phone stipend for employees regularly using personal cell phones for City business purposes. All cell phone use must be in compliance with the City's cell phone policy.

**ARTICLE 28**  
**WEEKEND/HOLIDAY DUTIES, ON-CALL PAY & CALL-OUT PAY**

- A.** When off duty, if an employee is required to leave a phone number to be reached in case of an emergency, but can come and go freely, the employee is not entitled to hourly compensation for the period and is not required to return to work if called.
- B.** When an employee is required to be on-call and constantly within contact of the City after their regular shift has been completed (until they report to work their next shift), the employee shall receive a minimum of one (1) hour of overtime pay for that period.
- C.** When a Sewer Department or Water Department employee is required to be on-call and constantly within contact of the City during weekends or holidays and must perform the facility inspections (rounds), the employee shall receive a minimum of four (4) hours overtime pay for each twenty-four (24) hour period on-call. The employee will receive no additional pay to perform the required facility inspection (rounds) duties but will receive overtime pay for any additional hours worked.
- D.** When an employee is required to be on-call and constantly within contact of the City during weekends or holidays, the employee shall receive a minimum of two (2) hours overtime pay per twenty-four (24) hour period on-call. The employee will also receive overtime pay for any actual hours worked.
- E.** When an employee is called out to work while off duty, the employee will receive a minimum of one (1) hour pay at the overtime rate.
- F.** An employee who is scheduled to perform job duties on weekend or holidays will receive overtime pay for all hours worked plus one (1) additional hour of overtime pay. The employee is not considered to be on-call after the required duties have been completed, unless placed on-call by the supervisor per section D above.

## **ARTICLE 29 LONGEVITY**

### **A. Longevity Pay**

Any full time City employee who is currently receiving the top salary in his applicable salary range shall be eligible for the following longevity payment in the first paycheck in January of each year:

- 1) Employees who have completed 10-14 years of continuous service shall receive a total of four hundred dollars (\$500) in addition to his/her salary.
- 2) Employees who have completed 15-19 years of continuous service shall receive a total of six hundred dollars (\$700) in addition to his/her salary.
- 3) Employees who have completed 20+ years of continuous service shall receive a total of eight hundred dollars (\$900) in addition to his/her salary.



**ARTICLE 30**  
**TERM OF AGREEMENT**

This Agreement shall become effective **July 1, 2014** upon acceptance by the City of Winnemucca and the Association and shall remain in effect through **June 30, 2016**.

However, in the event a successor Agreement is not agreed to by this date, this Agreement shall continue in full force and effect until a successor Agreement is agreed upon.